

## **Statement of Work:**

### **Pine Mountain Regional Library System**

### **Category 2 Project**

April 4<sup>th</sup>, 2018

Contract number: 2018040450001

#### **Disclaimer:**

This Statement of Work ("SOW") describes the work product, specifications, deliverables, project schedule, and payment scheduled under which AiOS Group LLC ("Aios Group") shall deliver its services to Pine Mountain Regional Library System ("PMRLS"), specific to the project scope and tasks defined herein.

#### **Scope of Work**

- AiOS Group will provide equipment and services (CAT6 cabling, connectors, installation and testing) as identified in the Form 470 YR18 Application 180019473 for Pine Mountain Regional Library System.
- AiOS Group will test each cable and provide end to end connectivity testing reports.
- AiOS Group will provide labeling for each CAT6 drop and fiber drop.
- AiOS Group will provide As-Built Drawings on PMRLS provided building drawings of the installed structured cabling.
- A preliminary budget is detailed below based on the equipment listed in Form 470 provided by Pine Mountain Regional Library System.

#### **Key Assumptions**

In order to quote this project, the following key assumptions have been made:

1. Any materials or labor not listed explicitly as being provided by AiOS Group on this estimate is considered not included.
2. All work will be completed during business or after hours Monday – Friday, unless otherwise agreed to in advance.
3. Unencumbered access to all pertinent areas will be made readily available to AiOS Group technicians.
4. AiOS Group will not be responsible in any way for acts of nature nor for the negligence of, or accidents caused by the customer or others.
5. AiOS Group assumes no money has been used in prior years from the library's erate 5-year budget.
6. If the services listed are not funded by USAC this contract become null and void.
7. The contract period for this project to be completed is 7/1/2018 through 9/30/2019.

## Staff, Schedule, and Fees

Pine Mountain Regional Library System				
Category	Part	Quantity	Unit Price	Total Price
<b>Butler Public Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	16	\$175.00	\$2,800.00
	* includes hanging any existing WAPs			
<b>CAT6 Patch Panel</b>	CAT 6 24 Port Patch Panel	1	\$178.20	\$178.20
<b>Sub Total:</b>				<b>\$2,978.20</b>
<b>Greenville Public Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	16	\$175.00	\$2,800.00
	* includes hanging any existing WAPs			
<b>CAT6 Patch Panel</b>	CAT 6 24 Port Patch Panel	1	\$178.20	\$178.20
<b>Sub Total:</b>				<b>\$2,978.20</b>
<b>Talbot County Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	22	\$175.00	\$3,850.00
	* includes hanging any existing WAPs			
<b>CAT6 Patch Panel</b>	CAT 6 24 Port Patch Panel	1	\$178.20	\$178.20
<b>Sub Total:</b>				<b>\$4,028.20</b>
<b>Hightower Memorial Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	26	\$175.00	\$4,550.00
<b>CAT6 Patch Panel</b>	CAT 6 48 Port Patch Panel	1	\$324.83	\$324.83
<b>Sub Total:</b>				<b>\$4,874.83</b>

<b>Manchester Public Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	46	\$175.00	\$8,050.00
	* includes hanging any existing WAPs			
<b>CAT6 Patch Panel</b>	CAT 6 48 Port Patch Panel	1	\$324.83	\$324.83
<b>Sub Total:</b>				<b>\$8,374.83</b>
<b>Reynolds Community Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	12	\$175.00	\$2,100.00
<b>CAT6 Patch Panel</b>	CAT 6 24 Port Patch Panel	1	\$178.20	\$178.20
<b>Sub Total:</b>				<b>\$2,278.20</b>
<b>Yatesville Public Library</b>				
<b>CAT6 Drop</b>	Installation of CAT 6 Plenum Drop (up to 300ft run)	12	\$175.00	\$2,100.00
	* includes hanging any existing WAPs			
<b>CAT6 Patch Panel</b>	CAT 6 24 Port Patch Panel	1	\$178.20	\$178.20
<b>Sub Total:</b>				<b>\$2,278.20</b>
<b>Fiber Drop</b>				
<b>Fiber Drop</b>	Installation of Qty 1 - 6 Count Multimode 50 Micron Fiber Plenum Drop (up to 1000ft run)	1	\$1,250.00	\$1,250.00
<b>Fiber Patch Panel</b>	Fiber 2U Patch Panel	1	\$350.00	\$350.00
<b>Sub Total:</b>				<b>\$1,600.00</b>
<b>Total:</b>				<b>\$29,390.66</b>

*Terms and Conditions:*

1. **Prices and Payment** – The total price for the Equipment and Services are outlined in this proposal. Expedited orders may involve additional charges. Unless otherwise stated, Customer's payment of cash or leased transactions is invoiced and due as follows;
  - a. **Equipment Charge** – Due upon delivery of and acceptance of equipment at customer location.
  - b. **Professional Services** – Progress payments for professional services delivered will be made at various intervals "depending on the project size" during the implementation of the project.Customer shall pay their matching portion invoiced by AiOS Group within thirty (30) days of date on the invoice. The remaining amount will be billed to USAC Erate by AiOS Group.
2. **Taxes** – All charges shall include federal, state and/or local taxes and fees as applicable. This does not apply for tax exempt entities however the Customer will need to provide the proper documentation showing their tax exempt status.
3. **Risk of Loss or Damage** – All risk of loss or damage to the equipment shall pass to Customer for each item of Equipment upon delivery to customer location.
4. **Change Orders** – Changes to an Order may only be made following an agreement between the Customer and AiOS Group. If Customer and AiOS Group agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to AiOS Group ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.
5. **Limited Warranties** – AiOS Group warrants that at Implementation, and for a 90-day period thereafter, each item of Equipment will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used in accordance with standard operating instructions issued by the manufacturer and/or AiOS Group.
6. **Warranty and Maintenance Service Exclusions** – AiOS Group shall respond to any service call requested by Customer; however, Warranty and Maintenance Services do not cover damages to and/or failure of the Equipment from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment by anyone other than AiOS Group personnel or its designated agents. Warranty and Maintenance Services also do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by AiOS Group shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at AiOS Group then current rates.
7. **Default by Customer** – Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, AiOS Group may exercise all remedies to which AiOS Group may be entitled at law or in equity, including specific performance. Additionally, AiOS Group may declare all sums due or to become due hereunder immediate due and payable, and AiOS Group shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. AiOS Group shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, AiOS Group may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If AiOS Group elects to continue performing under any Order, AiOS Group actions shall not constitute a waiver of any default by customer.
8. **Contingencies** – AiOS Group shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of AiOS Group or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
9. **Indemnity** – Customer agrees to indemnify, defend and hold harmless AiOS Group from and against any and all claims, losses and lawsuits, including, without limitation, the payment of all damages, expenses, costs and attorney fees incurred by AiOS Group, its employees and agents, (a) for any patent, copyright, trademark or trade name infringement claim brought against AiOS Group as a result of its performance under this Agreement, or (b) for any claims by a third party against Provider for failure of the Equipment or the services rendered hereunder in any respect, alleged to be caused by the improper operation of the Equipment of the system to which it is attached, whether due to malfunctioning or non-functioning of such items, or the negligence, active or passive, of Provider. Such indemnity shall survive the expiration of the term of this Agreement.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the agreement. Acceptance of any Order by AiOS Group is subject to AiOS Group credit and other approvals. This agreement is not binding upon AiOS Group until executed by an authorized employee, partner, or agent of Customer and AiOS Group. The undersigned warrant and represent that they have the authority to bind the Customer and AiOS Group to this Agreement. This Agreement may not be modified, amended, or suspended other than by a written instrument executed by both parties.

**Acceptance**

I hereby state that I am duly authorized individual of the below named company and have the authority to enter into this agreement on behalf of said Company. My signature below states that I understand and accept the terms and conditions of this Proposal in its entirety.

**Signatures**

AiOS Group, LLC

By:  \_\_\_\_\_Date: 04/04/2018Name: Chris HallTitle: OwnerAddress: 1100 Peachtree NW Suite 200Atlanta, GA 30309

SRLS Representative

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_